

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

NUTRIEN AG SOLUTIONS, INC., f/k/a)	
CROP PRODUCTION SERVICES,)	
INC.,)	
)	
Plaintiff,)	
)	
v.)	CASE NO.
)	
JOHN D. COLEY, individually,)	
DENNIS R. COLEY, individually,)	
COLEY FARMING COMPANY, LLC)	
And COLEY FARMS FAMILY)	
LIMITED PARTNERSHIP))	
)	
Defendants.)	

COMPLAINT

Nutrien Ag Solutions, Inc., f/k/a Crop Production Services, Inc., a Delaware corporation (“Nutrien” or “Plaintiff”), by and through its undersigned attorney, brings suit against Defendants, John D. Coley, individually (“John”), Dennis R. Coley (“Dennis”), individually, Coley Farming Company, LLC, a Georgia limited liability company, (“CFC”) and Coley Farms Family Limited Partnership, a Georgia limited partnership (“CFFLP”) (collectively referred to as “the Defendants” or the “Defendants”), as follows:

PARTIES

1. Nutrien is a citizen of Delaware as it is a Delaware corporation and a citizen of Colorado as its principal place of business is in Loveland, Colorado, and it is registered to do business in the State of Alabama. Nutrien is the owner of the promissory notes issue in this litigation. Prior to July 2018, Nutrien did business under the name of Crop Production Services, Inc.

2. Defendant John D. Coley is, upon information and belief, over the age of 19 years, and a citizen of Kentucky because he is domiciled in Fleming County, Kentucky, and upon information and belief based on reasonable inquiry may be served at 4545 Hillsboro Road, Hillsboro, Kentucky 41049.

3. Defendant Dennis R. Coley is, upon information and belief, over the age of 19 years old, and citizen of Kentucky because he is domiciled in Fleming County, Kentucky, and upon information and belief based upon reasonable inquiry may be served at 944 Evans Sisters Road, Hillsboro, Kentucky 41049.

4. Defendant Coley Farming Company, LLC¹ (“CFC”) is, upon information and belief based upon reasonable investigation, a Georgia limited liability company registered to do business in the State of Alabama, with its members being John D. Coley and Dennis R. Coley, who are citizens of Kentucky. Because the citizenship of a limited liability company is evaluated based upon the citizenship of its members at the time the action is filed, and the apparent members of CFC are citizens of Kentucky, then CFC is a citizen of Kentucky. Rolling Greens MHP, L.P. v. Comcast SCH Holdings, L.L.C., 374 F.3d 1020, 1022 (11th Cir. 2004); see also Audi Performance & Racing, LLC v. Kasberger, 273 F. Supp. 1220, 1226 (M.D. Ala. 2003) (“When a court is reviewing the citizenship of the parties to determine if the suit meets the requirements of diversity jurisdiction, the court must look to the citizenship of the parties at the time the action was filed and at the time of removal”) (citations omitted).

5. Defendant Coley Farms Family Limited Partnership² (“CFFLP”), is, upon information and belief based upon reasonable investigation, a Georgia limited partnership

¹ According to Georgia Secretary of State’s business entity records, Coley Farming Company, LLC was administratively dissolved on September 8, 2023.

² According to Georgia Secretary of State, Coley Farms Family Limited Partnership is an active business but not in compliance.

registered to do business in the State of Alabama may be served at c/o John D. Coley, general partner, 4545 Hillsboro Road, Hillsboro, Kentucky 41049. Upon information and belief, CFFLP consists of two partners, John D. Coley and Dennis R. Coley, which serve as both the general and limited partners of CFFLP, and both are citizens of Kentucky.³ Therefore, CFFLP is a citizen of Kentucky because its partners are citizens of Kentucky. See Carden v. Arkoma Assocs., 494 U.S. 185 (1990).

JURISDICTION AND VENUE

6. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between Nutrien and all Defendants, and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00, as set forth below.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 as a substantial part of the events giving rise to the claim occurred in the Middle District of Alabama. More specifically, this action involves the breach of two promissory notes arising from a transaction that occurred while the Defendants were operating a farming operation in Lowndes County, Alabama.

STATEMENT OF FACTS

8. Nutrien adopts and incorporates by Paragraphs 1 through 7 as if fully set forth herein.

9. Beginning around 2015, Nutrien extended credit to John and CFC for goods and services obtained through Nutrien for the production of crops at Defendant's farming operation in Lowndes County, Alabama.

10. Sometime around 2018, John and CFC became delinquent in the payment of goods and services and so, in forbearance of pursuing immediate collection, Nutrien and Defendants

³ John D. Coley and Dennis R. Coley executed the Promissory Note attached as Exhibit A as both the Limited and General Partner of CFFLP.

entered into two promissory notes, the first note being an extension of additional credit to Defendants to purchase goods and services for their farming operation and the second note being for the past due debt under John and CFC's account.

Note 1 – \$343,150.00 Credit Note

11. On June 8, 2018, as a condition to the extension of additional credit, Defendants executed a promissory note ("Note 1") in favor of Nutrien with a maturity date of February 15, 2019, in the original principal amount of \$343,150.00. A copy of Note 1 is attached hereto as Exhibit A.

12. Note 1 is past maturity without payment.

13. Defendants failed to pay the amounts owed under Note 1 by the maturity date and have failed to pay said sums as of this date.

14. In the event of default, Note 1 provides that interest shall accrue on the unpaid principal balance at the default rate of 18% per annum. Defendants further agreed to pay Nutrien's reasonable attorneys' fees, plus all costs and expenses of collection. Attorneys' fees, expenses, and costs are hereby claimed and demanded. See Exhibit A.

15. After applying all credits to Note 1, Defendants owe Nutrien a total of \$139,613.40 which consist of principal in the amount of \$111,629.92 and interest in the amount of \$27,983.48 as of November 30, 2019. However, interest continues to accrue on the unpaid principal balance at the default rate of 18% per annum.

Note 2 - \$473,565.00 Past Due Debt Note

16. On June 15, 2018, John and CFC executed a second promissory note ("Note 2") in favor of Nutrien with a maturity date of March 15, 2021, and in the original principal amount of \$473,565.00. A copy of Note 2 is attached hereto as Exhibit B.

17. Note 2 is past maturity without payment.
18. John and CFC failed to pay the amounts owed under Note 2 by the maturity date and have failed to pay said sums as of this date.

19. In the event of a default, Note 2 provides that interest shall accrue on the unpaid principal balance at the default rate of 14% per annum. John and CFC further agreed to pay Nutrien's reasonable attorneys' fees, plus all costs and expenses of collection. See Exhibit B.

20. After applying all credits to Note 2, John and CFC owe Nutrien a total of \$222,936.19 which consist of principal in the amount of \$76,336.98 and interest in the amount of \$146,599.21 as of October 30, 2017. However, interest continues to accrue on the unpaid principal balance at the default rate of 14% per annum.

COUNT I
BREACH OF CONTRACT – NOTE 1

21. Nutrien adopts and incorporates paragraphs 1 through 20 as if the same were set forth here *in extenso*.

22. Nutrien and Defendants entered into the Note 1 on June 6, 2018, obligating Defendants to pay Nutrien the total sum of \$343,150.00 by the maturity date of February 15, 2019. Defendants breached the terms of Note 1 by virtue of the maturity date lapsing without payment.

23. As of this date, Defendants owe \$139,613.40 which consist of principal in the amount of \$111,629.92 and interest in the amount of \$27,983.48 as of November 30, 2019, plus prejudgment interest at the rate of 18% per annum that will accrue until entry of judgment, plus attorneys' fees and any additional expenses, and the cost of this action.

WHEREFORE, Nutrien respectfully request judgment against Defendants in the amount of \$139,613.40, plus prejudgment interest that shall accrue until the judgment, plus reasonable

attorneys' fees and expenses, and costs of this action, and for such other further relief as the Court deems just and proper.

COUNT II
BREACH OF CONTRACT – NOTE 2

24. Nutrien adopts and incorporates paragraphs 1 through 23 as if the same were set forth here *in extenso*.

25. Nutrien and John and CFC entered into the Note 2 on March 15, 2021, obligating John and CFC agreed to pay Nutrien the total sum of \$473,565.00 by the maturity date of March 15, 2021. John and CFC breached the terms of Note 2 by virtue of the maturity date lapsing without payment.

26. As of this date, John and CFC owe \$222,936.19 which consist of principal in the amount of \$76,336.98 and interest in the amount of \$146,599.21 as of October 30, 2017, plus prejudgment interest at the rate of 14% per annum that will accrue until entry of judgment, plus attorneys' fees and any additional expenses, and the cost of this action.

WHEREFORE, Nutrien respectfully request judgment against John and CFC in the amount of \$222,936.19, plus prejudgment interest that shall accrue until the judgment, plus reasonable attorneys' fees and expenses, and costs of this action, and for such other further relief as the Court deems just and proper.

Respectfully submitted this 17th day of December 2024.

/s/ Patrick L. W. Sefton

Patrick L. W. Sefton

Jack W. Pitts

Attorneys for Nutrien Ag Solutions, Inc.,
f/k/a Crop Production Services, Inc.

OF COUNSEL:

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Clerk:

Defendants will be served by Personal Process Server at the address listed on the Summons or such other place as Defendants may be located:

John D. Coley
4545 Hillsboro Road
Hillsboro, Kentucky 41049.

Dennis Ray Coley
944 Evans Sisters Road
Hillsboro, Kentucky 41049.

Coley Farming Company, LLC
Attn: John D. Coley
4545 Hillsboro Road
Hillsboro, Kentucky 41049.

Coley Farms Family Limited Partnership
c/o John D. Coley, its general partner
4545 Hillsboro Road
Hillsboro, Kentucky 41049.